

PURCHASE OF SERVICES CONTRACT

Purchaser and Provider Information

Provider:

Program Name: Adult Drug Testing

Address:

Name of Contact person:

Telephone:

Fax:

E-Mail:

Provider's Fiscal year End: December 31

Provider's Employer Identification Number:

Purchaser: Marathon County Department of Social Services

Address: 400 East Thomas Street, Wausau, WI 54403-9916

Telephone: (715) 261-7500

Fax: (715) 261-7510

Name of Contact person: Mike Nelson

E-Mail: Mike.Nelson@co.marathon.wi.us

Contract Administration Contact: Danielle Wagner

E-Mail: DSSFinancialServices@co.marathon.wi.us

CONTRACT INFORMATION

Services to be provided: Adult Drug Analysis

Contract start date: 01/01/2020

Contract end date: 12/31/2020

Maximum payment under this contract: \$XX,XXX.XX

Source of Funding: Funding verification will be provided at year end.

ARTICLE 1 – PAYMENT AND ALLOWABLE COSTS

Section 1.1 – Amount Paid Under Contract

The maximum payment under this contract is **\$XX,XXX.XX**. Actual total payment will be based upon the amount of service authorized by the Purchaser and the amount of service performed by Provider. It is understood and agreed by all parties that the Purchaser assumes no obligation to purchase from the Provider any minimum amount of services as defined in the terms of this contract.

Section 1.2 – Basis for Payments

Payments for services covered by this contract shall be made on a unit-times-unit-price basis with limited profit or reserve and in accordance with the “order of payment” requirements for the funding program, less client fees and other collections made by the Provider for services covered by this contract.

Section 1.2.1 – Units and Prices

The units and prices for each service purchased from the Provider are included in the following table:

Service Description	Units	Unit Costs	Total
Adult Drug Testing & Breathalyzers	XXX hours	\$XX.XX per hour	\$XX,XXX.XX
On Site Drug Testing	XXX drug screens	\$XX.XX urinalysis \$XX.XX buccal swab	\$X,XXX.XX
Send-In Drug Testing	XX drug screens	\$XX.XX per test	\$X,XXX.XX

The Purchaser shall determine the type of services provided and the number of units of services provided for each client. Units and prices may be re-negotiated. The Purchaser will not reimburse the Provider for any unit of service not previously authorized by the Purchaser.

Section 1.2.2 – Client Fees and Third Party Collections

All amounts collected from clients and third parties shall be supported by the Provider’s records and shall be reported to the Purchaser.

Section 1.3 – Advance and Surety Bond

Not Applicable.

Section 1.4 – Payment in Excess of Earned Amount

The Provider shall return to Purchaser any funds paid in excess of the amount earned under this contract within 90 days of the end of the contract period. If the Provider fails to return funds paid in

excess of the amount earned, the Purchaser may recover the excess payment from subsequent payments made to the Provider or through other collection means available under state and federal laws.

Section 1.5 – Allowable Costs

The Purchaser will make payments for costs that are consistent with Allowable Cost Policy Manuals created by Departments of the State of Wisconsin and applicable Federal allowable cost policies. Funding sources will determine the appropriate manual. Program expenditures and descriptions of allowable costs are further described in 2 CFR Part 225 (formerly OMB Circular A-87) and Part 230 (formerly OMB Circular A-122) or the program policy manual. See Office of Management and Budget website for links to Code of Federal Regulations (CFR) sections: <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>.

ARTICLE 2 – REPORTING

The Provider shall comply with the reporting requirements of Purchaser. All reports shall be in writing and, when applicable, in the format specified by the Purchaser. All reports shall be supported by the Provider's records (See Article 19 "Records"). All reports shall be hand-delivered to the Purchaser, emailed through secure email or sent to the Purchaser via registered mail at the address listed in this contract. All email communication with Marathon County Department of Social Services is required to be sent through secure email.

Monthly

1. Invoice to include, to administration department, by the 5th business day of the month client specific detail summarized by service. Units of service must be paired with the individual's name receiving the service.
2. Monthly report of families engaged in adult urine analysis services with engagement ratio to Mike Nelson by secure email every Friday.
3. Weekly report of urine analysis results and/or breathalyzers, to Mike Nelson by secure email every Friday, positive results must be sent by secure email to Mike Nelson and referring social worker within 24 hours.

Annually

1. Audit Report as listed in Article 4.
2. Summary report on all client grievances as listed in Article 8.
3. Annual report of program evaluation is due 1/31/2019 to reflect 2018 data – Families served and outcomes.

As needed

1. Report on employee charged with or convicted of crime as listed in Article 5.
2. Reports on client grievances as they occur and summary report on all client grievances upon request of Purchaser as listed in Article 8.
3. Report on determination of debarment or suspension status as listed in Article 12.
4. Report on eligibility determinations made by the Provider as listed in Article 13.
5. Copies of Certificate of Liability of Insurance as listed in Article 15.

6. Copies of licensing, inspection reports as listed in Article 17.
7. Copy of Civil Rights Compliance Plan as listed in Article 6.

SAMPLE

ARTICLE 3 – SERVICES TO BE PROVIDED

Section 3.1 - Description of Services

For each eligible client referred by the Purchaser, the Provider agrees to provide the following services:

Adult Drug Testing

- a. The Provider will provide services to the following children and families identified by Marathon County Department of Social Services:
 - i. Children (ages 0 through 18) and families who are involved with Marathon County Department of Social Services (court involved) for reasons of abuse, neglect, status offense, and/or delinquency;
 - ii. All whole, half, or step sibling of these children who reside in the same household or are in placement under the care and supervision of the Marathon County Department of Social Services;
 - iii. The parents, stepparents, adoptive parents, or caretakers, such as relatives or significant others of the parent of the above children;
 - iv. Children and families the Marathon County Department of Social Services is assessing for child maltreatment reports; and
 - v. Families in which a child is determined to be unsafe but the family agrees to participate in safety services.
 - vi. The Purchaser may end services for a family immediately upon notice for such reasons as alleged child abuse or neglect, court discharge, or other causes determined by the Purchaser to be in the best interest of the youth.

b. Drug Testing Procedure

The testing party shall follow and complete the testing procedure according to the test manufacturer's instructions. The Purchaser's preference is to use buccal swab drug test whenever possible.

Urinalysis Procedure

- i. The client shall be escorted to an appropriate restroom under direct and continuous observation.
- ii. The client shall be instructed to remove any jacket/bulky clothing and roll up any long sleeves to the elbow.
- iii. The client shall be instructed to wash hands prior to collection.
- iv. The client shall place primary and secondary clothing on lower extremities to the floor.
- v. The client will not be handed the specimen cup until he/she is ready to provide a sample.
- vi. The testing party shall clearly view the urine entering the specimen container. (Request midstream urine)
- vii. The testing party shall visually inspect the sample for color and appearance, and read the thermometer strip on the specimen cup to ensure the temperature of the urine specimen is at least 90° F and not more than 100° F, when the urine specimen is received from the client. The testing

party shall document the information. If the temperature criteria are not met, the client shall be instructed to provide another urine sample. If the client fails to provide an additional sample, the UA will be considered positive.

Rejection of Specimen

The urine sample may be rejected for the following reasons:

- i. The thermometer strip indicates that the temperature of the urine specimen is less than 90°F or more than 100°F-**STRIP NEEDS TO REGISTER ABOVE 100°F TO BE ABLE TO DETERMINE TEMPERATURE ABOVE 100°F.**
- ii. Upon visible inspection, the specimen appears to have been altered (e.g., diluted, viscous, etc.) Send for confirmation testing.
- iii. There is a presence of blood.

Upon becoming aware that the client is in possession of or used a substance or device that is designed to falsify drug test results, the testing party shall:

- i. Notify social worker as soon as possible.
- ii. Require an additional sample from the client, if the client remains available.

The inability or refusal by the client to provide a urine sample will be addressed as a positive UA. The client shall be informed of this upon his/her inability or refusal to produce a urine sample.

- i. The client shall be allowed adequate time (2 hours) to submit a urine sample.
- ii. The client may not leave the premises while waiting to undergo the drug test. If the client leaves the premises, this shall be considered a refusal to submit a required UA.
- iii. When testing is completed, the testing party shall observe the test results with the client.

c. Positive Drug Test

If the drug test result is positive and the client subsequently admits to the use of an illicit substance, the Provider shall:

- i. Obtain a signed admission of use.
- ii. Prepare the specimen for confirmation testing upon authorization from Purchaser.

If the result is positive and the client does not admit to illicit substance use, the Provider, with authorization of the Purchaser, shall prepare the specimen for confirmation testing following the vendor's shipping procedures.

Section 3.2 - Developing Individual Service Plans

Not applicable

Section 3.3 - Implementing Services

Not applicable

Section 3.4 - Other program requirements

In providing required services under this contract, the Provider shall comply with requirements described.

1. Incident Report:

- i) If the Provider has reasonable cause to believe that a child has been subjected to child abuse or neglect or observes such child being subjected to conditions or circumstances which reasonable would result in child abuse or neglect, the Provider shall report the matter to the Marathon County Department of Social Services (business hours are 8 am – 4:30 pm) business telephone # (715) 261-7500 or the after-hours (4:30 pm – 8:00 am) Marathon County Sheriff’s Department telephone # (715) 261-7792.
 - ii) **Incident Report:** The Provider shall immediately report (verbally) all significant events which will affect the child’s safety status (e.g., running away, aggressive behavior, suicidal ideation, minor illness that does not respond to treatment, major illness, accident, impairment of care taker, change in school status, etc.) to Marathon County Department of Social Services (business hours are 8 am – 4:30 pm) business telephone # (715) 261-7500 or the after-hours (4:30 pm – 8:00 am) Marathon County Sheriff’s Department telephone # (715) 261-7792.
 - iii) **Critical Incident Report:** The Provider shall immediately report (verbally to the Marathon County Department of Social Services (business hours are 8 am – 4:30 pm) business telephone # (715) 261-7500 or the after-hours (4:30 pm – 8:00 am) Marathon County Sheriff’s Department telephone # (715) 261-7792 any critical incident. The term Critical incident includes, but is not limited to:
 - (1) Death of a child/youth the Provider is working with resulting from abuse or neglect; or by other means, accidental or non-accidental;
 - (2) Near fatality, life threatening condition or serious injury of a child/youth resulting from abuse or neglect.
 - (3) Suicide, or attempted suicide or child/youth the Provider is involved with;
 - (4) Allegations or arrests of the child’s caregivers for serious illegal/criminal activity (i.e. homicide; manslaughter; near fatality of another person; sexual assault; assault – first or second degree; aggravated or armed robbery; etc.)
 - (5) Any other event that is highly concerning, poses potential liability, or identified in safety training;
 - (6) Any other incident designated by the Marathon County Department of Social Services Director.
- 2) Staff designated to complete licensing home studies must attend and complete DCF56 and SAFE training, as provided by the Wisconsin Department of Children and Families.

Section 3.5 - Inability to provide quality or quantity of services

The Provider shall notify the Purchaser in writing and delivered in person or by registered mail whenever it is unable to provide the required quality or quantity of services. Upon such notification, the Purchaser and Provider shall determine whether such inability will require a revision or termination of this contract. (See Article 21 "Revision or termination of the contract.")

Section 3.6 - Documentation of quality and quantity of services

The Provider shall retain all documentation necessary to adequately demonstrate the time, duration, location, scope, quality, and effectiveness of services rendered under the contract. The Purchaser reserves the right to not pay for units of services reported by the Provider that are not supported by documentation required under this contract.

Section 3.7 - Standards for performance in delivery of services

The Purchaser will monitor the Provider's performance and will use the results of this monitoring to evaluate the Provider's ability to provide adequate services to clients. If the Provider fails to meet contract goals and expected results, the Purchaser may reduce or terminate the contract. When in providing these services, the Provider agrees to meet the following standards of performance:

1. Purchaser agrees to provide services to all children and families referred to this program.

Section 3.8 - Assessing performance in delivery of services

The Purchaser retains sole authority to determine whether the Provider's performance under the contract is adequate. The Provider agrees to the following:

1. Upon request by the Purchaser or its designee, the Provider shall make available to the Purchaser all documentation necessary to adequately assess Provider performance.
2. The Provider will cooperate with the Purchaser in its efforts to implement the Purchaser's quality improvement and quality assurance program.
3. The Provider shall develop and implement a process for assessing client satisfaction with services provided. The Provider shall report in a timely manner the results of its client satisfaction assessment effort to the Purchaser. The Purchaser reserves the right to review and approve the Provider's client satisfaction assessment process, and to require the Provider to submit a corrective action plan to address concerns identified in the review.

ARTICLE 4 – AUDIT

Section 4.1 – Requirement to Have an Audit

Unless waived by the Purchaser, the Provider (auditee) shall submit an annual audit to the Purchaser if the total amount of annual funding provided by the Purchaser (from any and all of its Divisions taken collectively) for all contracts is \$100,000 or more. In determining the amount of annual funding provided by the Purchaser, the Provider shall consider both: (1) funds provided through direct contracts with the Purchaser and (2) funds from the Purchaser passed through another agency or County which has one or more contracts with the Provider.

Section 4.2 – Audit Requirements

The audit shall be performed in accordance with generally accepted auditing standards, Wisconsin Statute § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this contract. In addition, the Provider is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:

- 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F - Audits. The guidance also includes an

Annual Compliance Supplement that details specific federal agency rules for accepting federal sub-awards.

- The State Single Audit Guidelines (SSAG) expand on the requirements of 2 CFR Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.3 lists the required conditions.
- The DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities to whom those regulations apply. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS Provider audit requirements. An audit report is due the Purchaser if the Provider receives more than \$100,000 in pass-through money from the Purchaser as determined by Wisconsin Statute § 46.036.

Section 4.3 – Source of Funding

The Purchaser shall provide funding information to all sub-recipients for audit purposes, including the name of the program, the federal agency where the program originated, the CFDA number, and the percentages of federal, state, and local funds constituting the contract.

Section 4.4 – Audit Reporting Package

The Provider is required to have a Single Audit based on 2 CFR Part 200 Subpart F and the State Single Audit Guide is required to submit to the Purchaser a reporting package which includes the following:

1. General-Purpose Financial Statements of the overall agency and a Schedule of Expenditures of Federal and State Awards, including the independent auditor's opinion on the statements and schedule.
2. Schedule of Findings and Questioned Costs, Schedule of Prior Audit Findings, Corrective Action Plan and the Management Letter (if issued).
3. Report on Compliance and on Internal Control over Financial Reporting based on an audit performed in accordance with Government Auditing Standards.
4. Report on Compliance for each Major Program and a Report on Internal Control over Compliance.
5. Report on Compliance with Requirements Applicable to the Federal and State Program and on Internal Control over Compliance in Accordance with the Program-Specific Audit Option.
6. *Settlement of DHS Cost Reimbursement Award. This schedule is required by DHS if the Provider is a non-profit, for-profit, a governmental unit other than a tribe, county Chapter 51 board or school district; if the Provider receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the Provider reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with DHS.
7. *Reserve Supplemental Schedule is only required if the Provider is a non-profit and paid on a prospectively set rate.
8. *Allowable Profit Supplemental Schedule is only required if the Provider is a for-profit entity.
9. *Additional Supplemental Schedule(s) Required by Funding Agency may be required. Check with the funding agency.

*NOTE: These schedules are only required for certain types of entities or specific financial conditions.

If the Provider does not meet the Federal audit requirements of 2 CFR Part 200 and SSAG, the audit reporting package to the Purchaser shall include all of the above items except items 4 and 5.

Section 4.5 – Audit Due Date

Audits that must comply with 2 CFR Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or 30 days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.

Section 4.6 – Submitting the Reporting Package

The Provider or auditor must send a copy of the audit report to all granting agencies that provided funding to the Provider. Check the contract or contact the other funding agencies for information on where to send the audit report and the proper submission format.

Audit reports should be sent to: Marathon County Department of Social Services
Attn: Provider Audit Review
400 E Thomas Street
Wausau WI 54403

Section 4.7 – Access to Provider’s Records

The Provider must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit.

The Provider shall permit appropriate representatives of the Purchaser to have access to the Provider’s records and financial statements as necessary to review the Provider’s compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of the Purchaser to conduct or arrange for other audits or review of federal or state programs. The Purchaser shall use information from the audit to conduct their own reviews without duplication of the independent auditor’s work.

Section 4.8 – Access to Auditor’s Work Papers

The auditor shall make audit work papers available upon request to the Provider, the Purchaser or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.

Section 4.9 – Failure to Comply with Audit Requirements

The Purchaser may impose sanctions when needed to ensure that Providers have complied with the requirements to provide the Purchaser with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:

1. The Provider did not have an audit.

2. The Provider did not send the audit to the Purchaser or another granting agency within the original or extended audit deadline.
3. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
4. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
5. The Provider does not cooperate with the Purchaser or another granting agency's audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.

Section 4.10 – Sanctions

The Purchaser will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:

1. Requiring modified monitoring and/or reporting provisions;
2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
3. Disallowing the cost of audits that do not meet these standards;
4. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;
5. Charging the auditee for all loss of federal or state aid or for penalties assessed to the Purchaser because the auditee did not comply with audit requirements;
6. Assessing financial sanctions or penalties;
7. Discontinuing contracting with the auditee; and/or
8. Taking other action that the Purchaser determines is necessary to protect federal or state pass-through funding.
9. In an effort to comply with State requirements and avoid future audit findings, the Purchaser is implementing a \$1,000 penalty for audits received late. Please inform your audit firm of this contract change to ensure that your audit report is received by the deadline.

Section 4.11 – Close-Out Audits

A contract specific audit of an accounting period of less than 12 months is required when a contract is terminated for cause, when the Provider ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out contract specific audit may be waived by the Purchaser upon written request from the Provider, except when the contract is terminated for cause. The required close-out audit may not be waived when a contract is terminated for cause.

The Provider shall ensure that its auditor contacts the Purchaser prior to beginning the audit. The Purchaser, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the Provider and the auditor. Payment of increased audit costs, as a result of the additional testing requested by the Purchaser, is the responsibility of the Provider.

The Purchaser may require a close-out audit that meets the audit requirements specified in 2 CFR Part 200 Subpart F. In addition, the Purchaser may require that the auditor annualize revenues and

expenditures for the purposes of applying 2 CFR Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 CFR Part 200 Subpart F- Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

ARTICLE 5 – CAREGIVER BACKGROUND CHECKS

The Purchaser and the Provider agree that the protection of the clients served under this contract is paramount to the intent of this contract. In order to protect the clients' services, the Provider shall comply with the provisions of DHS 12, Wis. Admin. Code (online address at http://docs.legis.wisconsin.gov/code/admin_code/dhs/001/12.pdf or http://docs.legis.wisconsin.gov/code/admin_code/dcf/001_020/12.pdf).

Under this Article, “caregiver background checks” include those mandated by Wis. Stat. § 48.685(2), which require a criminal history search from the records maintained by the Department of Justice, a check of information contained within the registry under Wis. Stat. § 146.40(4g) regarding findings that a person neglected or abused a client or misappropriated the client’s property, a review of information maintained by the Department of Safety and Professional Services regarding the status of the person’s credentials, a check of information maintained by the Department of Children and Families regarding a determination that the person abused or neglected a child, and a review of information maintained by the Department of Health Services regarding denial of a license to a person.

Section 5.1 - Background Checks

The Provider shall conduct caregiver background checks at its own expense of all employees assigned to do work for the Purchaser under this contract if such employee has actual, direct contact with the clients of the Purchaser. The Provider shall retain in its Personnel Files all pertinent information, to include a Background Information Disclosure Form and/or search results from the Department of Health Services and/or the Department of Children and Families, and the Department of Regulation and Licensing, as well as out of state records, tribal court proceedings and military records, if applicable.

After the initial background check, the Provider must conduct a new caregiver background search every two years, or at any time within that period when the Provider has reason to believe a new check should be obtained. The Provider asserts that applicable staff will have a background check meeting the two year requirement within 30 days of the signing of this contract.

If the Provider withholds information from the Purchaser that an employee who has actual, direct contact with the clients of the Purchaser has a criminal conviction, abuse or neglect substantiation, denial of license, any offense or substantiation that would prevent the employee from providing services pursuant to Department of Health Services guidelines, or any negative information that would impact the ability of the Provider to contract with the Purchaser, or if the Provider fails to exercise reasonable diligence to discover such information, the Purchaser may immediately terminate this Contract with notice to Provider regarding the grounds for termination. If the Contract

is terminated pursuant to this Section, Provider is not entitled to any damages or claims for breach of contract or lost revenue.

Section 5.2 - Records

The Provider shall maintain the results of background checks on its own premises for at least the duration of the contract. The Purchaser may audit the Provider's personnel files to assure compliance with the State of Wisconsin Caregiver Background Check Manual (online at <https://www.dhs.wisconsin.gov/publications/p0/p00038.pdf> or <https://dcf.wisconsin.gov/ccbgcheck/licensing>).

Section 5.3 - Assignment of Staff

The Provider shall not assign any individual to conduct work under this contract who does not meet the requirement of this law.

Section 5.4 - Notification to Purchaser

The Provider shall notify the Purchaser in writing and send via registered mail within one business day if an employee has been charged with or convicted of any crime specified in DHS 12.07(2) (online at http://docs.legis.wisconsin.gov/code/admin_code/dhs/001/12.pdf or http://docs.legis.wisconsin.gov/code/admin_code/DCF/001_020/12.pdf).

ARTICLE 6 – CIVIL RIGHTS COMPLIANCE PLAN

The Civil Rights Compliance (CRC) Plan contains three components that cover Affirmative Action, Civil Rights/Equal Employment Opportunity, and Language Access. Providers that have more than fifty (50) employees and receive more than fifty thousand dollars (\$50,000) must develop and submit a Civil Rights Compliance Plan with all the three components mentioned above.

Providers that have less than fifty (50) employees or receive less than a total of fifty thousand (\$50,000) dollars must develop and submit a Letter of Assurance.

For policies concerning this service please refer to Appendix A - Civil Rights Compliance Plan.

ARTICLE 7 – CLIENT FUNDS

Not Applicable.

ARTICLE 8 – CLIENT RIGHTS AND GRIEVANCES

The Provider shall have a formal written grievance procedure that is approved by the licensing or certification authority, if applicable, and the Purchaser. The Provider shall, prior to or at the time of admission to the Program, provide oral and written notification to each client of his or her rights and the grievance procedure. The Provider shall post the client rights and the grievance procedure in an area readily available to clients and staff of the program.

The Provider shall give the Purchaser a written report for each grievance that is filed in writing against the Provider by any clients or their guardians. The Provider shall deliver these reports to the Purchaser in person or via registered mail within five (5) business days of the Provider's receipt of the grievance. The Provider shall also inform the Purchaser in writing of the resolution of each grievance.

At least once a year, or more frequently when requested by the Purchaser, the Provider shall give the Purchaser a written summary report of all grievances that have been filed with the Program by clients or their guardians since the period covered by the previous summary report and of the resolution of each grievance. The Provider shall deliver the annual summary report to the Purchaser in person or via registered mail within 30 days of the end of the contract period. Additional summary reports requested by the Purchaser shall be due within ten (10) days of the Purchaser's request for the reports. All reports shall be delivered to the Purchaser in person or via registered mail.

ARTICLE 9 – CONDITIONS OF THE PARTIES' OBLIGATIONS

Section 9.1 - Contingency

This contract is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of the Department of Health Services and/or the Department of Children and Families shall serve to terminate this Agreement, except as further agreed to by the parties hereto.

Section 9.2 - Powers and Duties

Nothing contained in this contract shall be construed to supersede the lawful powers or duties of either party.

Section 9.3 - Items Comprising the Contract

It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

ARTICLE 10 – CONFIDENTIALITY

Section 10.1 - Client Confidentiality

The Provider shall not use or disclose any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's or Purchaser's responsibilities under this contract, except with the informed, written consent of the eligible client or the client's legal guardian.

Section 10.2 - Contract Not Confidential

Except for documents identifying specific clients, the contract and all related documents are not confidential.

ARTICLE 11 – CONFLICT OF INTEREST

The Provider shall ensure the establishment of safeguards to prevent employees, consultants, or members of the board from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.

It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor of any person associated therewith, as an inducement for the aware of a subcontract, or order.

ARTICLE 12 – DEBARMENT AND SUSPENSION

The Provider certifies through signing this contract that neither the Provider nor any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in federal assistance programs by any federal department or agency. In addition, the Provider shall notify the Purchaser within five (5) business days in writing and sent by registered mail if the Provider or its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment, or declare ineligible by a federal agency. The Purchaser may consider revising or terminating the contract under Article 21 “Revision or Termination of this Contract”.

ARTICLE 13 – ELIGIBILITY

The Provider shall provide services only to individuals who are eligible for services. The Provider and Purchaser agree that the eligibility of individuals to receive the services to be purchased under this Agreement from the Provider will be determined by the Purchaser.

An individual has a right to an administrative hearing concerning eligibility and the Purchaser shall inform individuals of this right. The Provider shall provide clients with information concerning their eligibility and how to appeal actions affecting their rights.

ARTICLE 14 – HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 “HIPAA” APPLICABILITY

The Provider agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the Provider provides or purchases with funds provided under this contract.

ARTICLE 15 – INDEMNITY AND INSURANCE

Section 15.1 - Indemnity

The Provider agrees that it will at all times during the existence of this Contract indemnify the Purchaser against any and all loss, damages, and costs or expenses which the Purchaser may sustain, incur, or be required to pay by reason of any eligible client's suffering, personal injury, death or property loss resulting from participating in or receiving the care and services to be furnished by the Provider under this Agreement. However, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by the Purchaser.

Section 15.2 - Insurance

The Provider agrees that, in order to protect itself as well as the Purchaser under the indemnity provision set forth in the above paragraph, the Provider will at all times during the terms of this Contract keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance. The types of insurance coverage and minimum amounts shall be as follows:

- Comprehensive General Liability: minimum amount \$1,000,000
- Auto Liability (if applicable): minimum amount \$1,000,000
- Professional Liability (if applicable): minimum amount \$1,000,000 per occurrence and \$3,000,000 for all occurrences in one (1) year
- Umbrella Liability (as necessary): minimum amount \$1,000,000

The Provider shall furnish the Purchaser with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative indicating that the Provider meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon thirty (30) days prior written notice to the county and specify the name of contract or project covered. A copy of the Certificate of Insurance shall be delivered to the Risk Management Division 15 days prior to execution of this agreement for final approval.

In the event of any action, suit, or proceedings against Provider upon any matter indemnified against, Provider shall notify the Purchaser by certified mail within five (5) working days.

ARTICLE 16 – INDEPENDENT CONTRACTOR

Section 16.1 - Independent Contractor Status

Nothing in this Contract shall create a partnership or joint venture between the Purchaser and the Provider. The Provider is at all times acting as an independent contractor and is in no sense an employee, agent or volunteer of the Purchaser.

Section 16.2 - Provider Has Workers' Compensation Insurance

Provider represents that it has procured statutory workers' compensation insurance for itself and any employees unless exempt as provided by law. Provider will furnish Purchaser with Proof of Insurance prior to the commencement of any work under this contract.

Section 16.3 - Provider Exempt From Workers' Compensation Coverage

In the event Provider has not procured statutory workers' compensation, Provider represents that it is lawfully exempt from statutory workers' compensation requirements. Provider specifically releases, holds harmless, and indemnifies Purchaser from any and all claims, damages, costs, or causes of action arising from a work-related injury covered by the Wisconsin Workers' Compensation Law, Chapter 102, Wis. Stats., suffered by the Provider or any employee of the Provider in the course of providing services under this Agreement.

ARTICLE 17 – LICENSE, CERTIFICATION, AND STAFFING

Section 17.1 - License and Certification

The Provider shall meet state and federal service standards and applicable state licensure and certification requirements as expressed by state and federal rules and regulations applicable to the services covered by this contract. The Provider shall attach copies of its license or certification document and the most recent licensing or certification report concerning the Provider to this contract when returning the signed contract to the Purchaser. During the contract period, the Provider shall also send the Purchaser copies of any licensing inspection reports within five (5) days of receipt of such reports.

All Providers of regular or respite care are required to be fully licensed as foster homes throughout the period of placement.

Section 17.2 - Staffing

The Provider shall ensure that staff providing services are properly supervised and trained and that they meet all of the applicable licensing and certification requirements.

Section 17.3 - Mandated Reporter

All contract employees performing work related to this agreement are considered to be mandated reporters with reference to suspicions of child maltreatment; and, are therefore required to report suspicions of child abuse or neglect to Marathon County Department of Social Services or a local law enforcement agency.

Section 17.4 - Employee Conduct

The Provider shall report to the purchaser within 30 days, any employee conduct, performance, discipline, or termination that calls into question the integrity and quality of the service or product the Provider ensures.

ARTICLE 18 – MATCHING, LEVEL OR EFFORT AND EARMARKING

No matching, level of effort and earmarking requirement.

ARTICLE 19 – RECORDS

Section 19.1 – Maintenance of Records

The Provider shall maintain such records and financial statements as required by state and federal laws, rules, and regulations.

Section 19.2 – Access to Records

The Provider shall permit appropriate representatives of the Purchaser to have timely access to the Provider's records and financial statements as necessary to review the Provider's compliance with contract requirements for the use of the funding.

Section 19.3 - Disaster Plan

Not Applicable.

ARTICLE 20 – RESOLUTION OF DISPUTES

The Provider may appeal decisions of the Purchaser in accordance with the terms and conditions of the contract Chapter 68 Wis. Stats.

Should Administrative Review Procedure under Chapter 68 not resolve disputes, and then disputes shall be resolved as herein:

1. If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties, and if all parties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of Chapter 788 of the Wisconsin Statutes or any successor statute shall be followed. If the parties cannot agree to either mediation or arbitration, any party may commence an action in any court of competent jurisdiction. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute.
2. Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.
3. The parties further agree that all parties necessary to the resolution of a dispute (as the concept of necessary parties is contained in Chapter 803, Wisconsin Statutes, or its successor chapter) shall be joined in the same litigation or other dispute resolution proceeding. This language relating to dispute resolution shall be included in all contracts pertaining to this project so as to provide for expedient dispute resolution.

ARTICLE 21 – REVISION OR TERMINATION OF THIS CONTRACT

Section 21.1 - Cause for Revision or Termination of this Contract

Failure to comply with any part of this contract may be considered cause for revision or termination of this contract.

Section 21.2 - Revision of this Contract

Either party may initiate revision of this contract. Revision of this contract must be agreed to by both parties by an amendment signed by their authorized representatives.

Section 21.3 - Termination of this Contract

Either party may terminate this contract by a 30-day written notice to the other party.

Upon termination, the Purchaser’s liability shall be limited to the costs incurred by the Provider up to the date of termination. If the Purchaser terminates the contract for reasons other than non-performance by the Provider, the Purchaser may compensate the Provider for an amount determined by mutual agreement of both parties. If the Purchaser terminates the contract for the Provider’s breach, the Provider may be liable for any additional costs the Purchaser incurs for replacement services.

Notwithstanding anything contained in this contract to the contrary, no Event of Default shall be deemed to have occurred under this contract if adequate funds are not appropriated during a subsequent fiscal period during the term of this contract so as to enable the County to meet its obligations hereunder, and at least thirty (30) days written notice of the non-appropriation is given to Provider.

SIGNATURES

This contract becomes null and void if the time between the Purchaser’s authorized representative signature and the Provider’s authorized representative signature on this contract exceeds sixty (60) days.

For Purchaser: _____
Vicki Tylka, Director
Marathon County Department of Social Services
Date

For Provider: _____
Authorized Representative signature
Date

(Provider – Name & Title)

APPENDIX A

CIVIL RIGHTS COMPLIANCE PLAN

Section 1.1 - Affirmative Action Component

1. Affirmative Action (AA) is the first component of the CRC Plan. A Provider must develop and submit an Affirmative Action Plan that covers a two or three-year period.
2. A Provider may request for an exemption from submitting an AA Plan if it:
 - a) Has an annual work force of less than fifty (50) employees.
 - b) Is a governmental entity (e.g., county, municipality or state university), or
 - c) Has a balance work force.
3. Nevertheless, exempt Providers that do not have a balanced work force in specific job groups are required to develop and submit a recruitment strategy to address under representation of that job group.
4. “Affirmative Action Plan” is a written document that details an affirmative action program. Key parts of an affirmative action plan are:
 - a) A policy statement pledging nondiscrimination and affirmative action employment.
 - b) Internal and external dissemination of the policy.
 - c) Assignment of a key employee as the Equal Opportunity Coordinator.
 - d) A work force analysis that identifies job classifications where representation of women, minorities and the disabled are deficient.
 - e) Goals and timetables that are specific and measurable and that are set to correct deficiencies and to reach a balanced work force.
 - f) A revision of employment practices to ensure that they do not have discriminatory effects, and
 - g) The establishment of internal monitoring and reporting systems to measure progress regularly.
5. A non-exempt Provider shall conduct, keep on file, and update annually a separate and additional accessibility self-evaluation of all programs and facilities, including employment practices for compliance with the Americans with Disabilities Title I regulations, unless an updated self-evaluation under Section 503 of the rehabilitation Act of 1973 exists which meets the ADA requirements.

Section 1.2 - Civil Rights/Equal Employment Opportunity Components

1. Civil Rights is the second component of the CRC Plan that must be developed and submitted. The civil rights requirements address non-discrimination in service delivery to clients, consumers, or patients.
 - a) All Providers must have the following policies and procedures to ensure that no otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination in any manner on the basis of race, color, national origin, sexual orientation, religion, sex, disability or age.
 - b) This policy covers eligibility for an access to service delivery and equal treatment in all programs and activities. All employees of the Providers are expected to support goals and programmatic activities relating to nondiscrimination in service delivery.

2. Equal Employment Opportunity is another part to the second component in the CRC Plan. It addresses the requirements that the Provider must put in place to ensure non-discrimination in all employment conditions. The federal and state laws state that:
- a) No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subject to discrimination in employment in any manner or term of employment on the basis of age, race/ethnicity, religion, gender, sexual orientation, color, national origin or ancestry, disability (as defined in Section 504 of the Rehab Act and the Americans with Disabilities Act), arrest or conviction record, marital status, political affiliation, military participation, the use of legal products during non-work hours, non-job related genetic and honesty testing. All employees are expected to support goals and programmatic activities relating to non-discrimination in employment.
 - b) The Provider shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be according to the Department's standards and made available in languages and formats understandable to applicants, clients and employees. The Purchaser will continue to provide appropriate translated program brochures and forms for distribution.
 - c) The Provider agrees to comply with the Purchaser's guidelines in the Civil Rights Compliance Plan Standards and a Resource Manual for Equal Opportunity in Service Delivery and Employment for the Wisconsin Department of Health and Family Services, its Service Providers and their Subcontractors.
 - d) Requirements herein stated apply to any subcontracts or grants. The Purchaser has primary responsibility to take constructive steps, as per the CRC Standards, to ensure the compliance of its subcontractors or grantees.
 - e) If a Provider of a county is a direct provider of the Department, this Provider will be required to develop and submit a CRC Plan to the Department. The county need not require this Provider to submit a second copy to the county.
 - f) The Purchaser will monitor the Civil rights Compliance of the Provider. The Purchaser will conduct reviews to ensure that the Provider is ensuring compliance by its subcontractors or grantees according to guidelines in the CRC Standards. The Provider agrees to comply with Civil Rights monitoring review, including the examination of records and relevant files maintained by the Provider, as well as interviews with staff, clients, and applicants for services, subcontractors, grantees, and referral agencies. The reviews will be conducted according to Department of Health and Family Services procedures. The Purchaser will also conduct reviews to address immediate concerns of complainants.
 - g) The Provider agrees to cooperate with the Purchaser in developing, implementing and monitoring corrective action plans that result from complaint investigations or monitoring efforts.

Section 1.3 - Language Access Plan

Language Access is the third component in the CRC Plan. It addresses the way programs and services are provided for persons with disabilities and Limited English Proficient (LEP) speakers.

1. For persons with disabilities, the Provider agrees that it will:
 - a) Provide competent sign language interpreters for deaf or hard of hearing participants free of charge at any stage of application or receipt of services.
 - b) Provide aids, assistive devices and other reasonable accommodations to the client during the application process, in the receipt of services, and in the processing of complaint or appeals.
 - c) Train staff in human relations techniques, sensitivity to persons with disabilities and sensitivity to cultural characteristics.
 - d) Make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps doorways, elevators, or ground floor rooms, and Braille, large print or taped information for the visually or cognitively impaired.
 - e) Post and/or make available informational materials in formats appropriate to the needs of the client population.
2. For Limited English Proficient (LEP) participants, the Provider must weigh the following four factors:
 - a) The number or proportion of LEP persons eligible to be served or likely to be encountered by the provider.
 - b) The frequency with which LEP individuals come in contact.
 - c) The nature and importance of the program, activity, or service provided by the program to people's lives, and
 - d) The resources available to the Provider.
3. Upon the consideration of the four factors, the LEP policies require that the Provider have the following program components:
 - a) Analyze its service area to assess the primary language needs of the participants that it serves or encountered.
 - b) Establish a plan that will make oral interpretation available and free of charge upon request.
 - c) Disseminate written notice in the primary language of the LEP group that interpretation is available and free of charge to groups that constitute less than 50 individuals eligible to be served or encountered.
 - d) Provide written translations of vital documents to LEP participants that constitute at least 5% or 1,000 LEP individuals, whichever is less, for the populations served or encountered.
 - e) Train staff about the Provider's LEP policies and procedures.
 - f) Collect data on primary language use of LEP participants to evaluate the program's effectiveness; and
 - g) Identify the LEP Coordinator and establish a complaint process that is accessible to LEP participants.

4. The Provider will, to the extent possible, hire bilingual staff, work with community associations, and contract with competent interpreters or other ways to ensure accurate interpretation while providing critical health care to an LEP consumer of patient.

SAMPLE